

# VILLAGE OF LOMBARD

## CONTRACT

### CONTRACT DOCUMENT NUMBER PW 21-10

This agreement is made this 13 day of October, 2021, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Action One Construction, Inc. (hereinafter referred to as the "Contractor") and their respective successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the Contract Documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the Contract Documents:

Carriage House Addition Project (PW 21-10)

1. This contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
  - a. Contract Document consisting of the following:
    - i. Cover Sheet
    - ii. Table of Contents
    - iii. Invitation to Propose
    - iv. General Terms and Conditions
    - v. Project Special Provisions
    - vi. Request for Proposal
    - vii. Appendices A – C
  - b. Addendum #1
  - c. The Contractor's Proposal Dated: SEPTEMBER 23, 2021
  - d. Required Performance and Payment Bonds and Certificate(s) of Insurance
  - e. Executed Contractor's Certification Form.
2. The Village agrees to pay, and the Contractor agrees to accept as full payment \$772,000.00 as shown on the Contractor's Bid Proposal, which is made a part hereof, subject to such additions and deletions as agreed to by the parties hereto.
3. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work under this contract on or before June 26, 2022. Time is of the essence in regard to this Contract, and the Contractor agrees to achieve completion within the time permitted by all proper and appropriate means including working overtime without additional compensation.
4. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment to the Contractor under this Contract, the Village demands that the

Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due each. This statement must be made under oath or be verified by affidavit. The Village shall not issue final payment nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.

5. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois, and the Contractor have each hereunto caused this Contract to be executed by their respective duly authorized representatives this 13 day of October, 2021.

If an individual or partnership, the individual or all partners shall sign or, if a corporation, an officer(s) duly authorized shall sign.

Action One Construction, Inc.

Print Company Name

Individual or Partnership \_\_\_\_\_ Corporation ✓

Accepted this 13 day of OCTOBER, 2021.

By Adam Kietz

PRESIDENT

Position/Title

By \_\_\_\_\_

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 4th day of November, 2021.

[Signature]

Keith Giagnorio, Village President

Attest:

[Signature]  
Elizabeth Brezinski, Village Clerk

## VILLAGE OF LOMBARD

### CONTRACT BOND

Bond No. 268014500

KNOW ALL MEN BY THESE PRESENTS, that we Action #1 Construction, Inc., a company organized under the laws of the State of Illinois and licensed to do business in the State of Illinois as Principal and The Ohio Casualty Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire, with authority to do business in the State of Illinois, as Surety, are now held and firmly bound unto the Village of Lombard, State of Illinois in the penal sum of Seven Hundred Seventy-Two Thousand and 00/100-- dollars (\$ 772,000.00 ) lawful money of the United States, well and truly to be paid unto said Village for the payment of which we bind ourselves, our successors and assigns, jointly, severally, and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas the said Principal has entered into a written contract with the Village of Lombard, acting through the President and Board of Trustees of said Village, dated October 13, 2021 for the construction of the work designated:

#### CARRIAGE HOUSE ADDITION PROJECT

in Lombard, Illinois, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, and has further agreed to guaranty and maintain said work for a one (1) year period following final payment to such Principal, and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation from whom any such labor, materials, apparatus, fixtures or machinery

was so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the Village of Lombard and its officers, agents and employees, harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then upon the final payment by the Village to said Principal under said contract, the amount of this bond shall be reduced to ten percent (10%) of the amount set forth on the first page hereof for a period of one (1) year; otherwise to remain in full force and effect.

NOW, THEREFORE, if the said Principal shall well and truly perform said guaranty and maintenance work in accordance with the terms of said contract for said one (1) year period after final payment and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of performing such guaranty and maintenance work and shall commence and complete the guaranty and maintenance work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such guaranty and maintenance work during the time of the performance thereof and until the said guaranty and maintenance work shall have been accepted, and shall hold the Village of Lombard and its officers, agents and employees, harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

APPROVED this 4th day of  
November, 2021.

VILLAGE OF LOMBARD

BY: [Signature]  
Keith T. Giagnorio, Village President

ATTEST:  
[Signature]  
Elizabeth Brezinski, Village Clerk

IN WITNESS WHEREOF, We have  
duly executed the foregoing  
obligation this 13th day of  
October, 2021.

PRINCIPAL:  
Action #1 Construction, Inc.

BY: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_

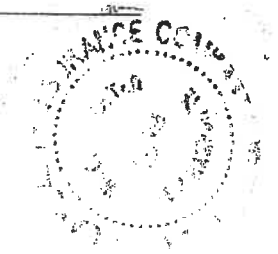
SURETY: The Ohio Casualty Insurance Company

BY: \_\_\_\_\_  
(Title)

BY: [Signature]  
Attorney in Fact **Todd Schaap**

BY: \_\_\_\_\_

(SEAL)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: #196823-969654

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Eric Olson, Todd Schaap, Thomas O. Chambers, Kimberly S. Rasch

all of the city of Frankville state of Wisconsin each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of September, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 11th day of September, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing Instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 23, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of October, 2021.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.


To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

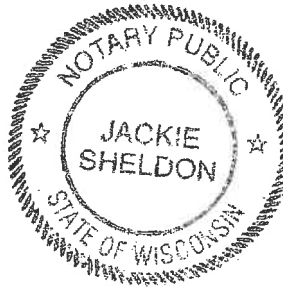
STATE OF WISCONSIN )

COUNTY OF Racine )

ON THIS 13th day of October, 2021,

before me, a notary public, within and for said County and State, personally appeared \_\_\_  
Todd Schaap to me personally known, who being duly sworn,  
upon oath did say that he is the Attorney-in-Fact of and for the \_\_\_\_\_  
The Ohio Casualty Insurance Company, a corporation  
of New Hampshire, created, organized and existing under and  
by virtue of the laws of the State of New Hampshire; that the corporate seal  
affixed to the foregoing within instrument is the seal of the said Company; that the seal  
was affixed and the said instrument was executed by authority of its Board of Directors;  
and the said Todd Schaap did acknowledge that he/she  
executed the said instrument as the free act and deed of said Company.

  
**Jackie Sheldon**  
Notary Public, Racine County, Wisconsin  
My Commission Expires 2/13/2023





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Anastasia Magdyuk	
NCIB Group, INC		<b>PHONE (A/C, No, Ext):</b> (773) 481-9100	<b>FAX (A/C, No):</b>
3316 N Central		<b>E-MAIL ADDRESS:</b> Nastia@ncibrokers.com	
Chicago	IL 60634	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>		<b>INSURER A :</b> GRANGE MUT CAS CO	<b>NAIC #</b> 14060
Action 1 Construction Inc		<b>INSURER B :</b> CENTURY NATL INS CO	26905
1855 N Leclair Ave		<b>INSURER C :</b> GRANGE IND INS CO	10322
Chicago	IL 60639	<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CT 2063263	02/02/2021	02/02/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		2005081005	05/25/2021	11/25/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED RETENTION \$ OCCUR CLAIMS-MADE		CUP2692090-04	02/02/2021	02/02/2022	EACH OCCURRENCE \$ 5,000,000.00 AGGREGATE \$ 5,000,000.00 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N y N/A	BNUWC0126910	03/16/2021	03/16/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Village of Lombard

1051 S. Hammerschmidt

Lombard IL 60148

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

Krzysztof Placak

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**EXHIBIT A**  
**VILLAGE OF LOMBARD**  
**CONTRACTOR'S CERTIFICATION**

Adam Kieta, having been first duly sworn, depose and states as follows:  
(Officer or Owner of Company)

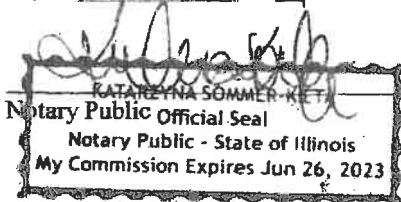
I am the President for Action One Construction, Inc.,  
(Title) (Name of Company)  
(the "Contractor"), which has submitted a proposal for Carriage House Addition Project,  
(Name of Village project)

to the Village of Lombard and, having personal knowledge of the matters certified to herein, and being authorized by the Contractor to make the certifications set forth herein, hereby certifies that said Contractor:

1. has a written sexual harassment policy in place, in full compliance with 775 ILCS 5/2-105(A) (4);
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
  - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate revenue Act; or
  - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement;
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382, and that Action One Construction, Inc. (Name of employee/driver or "all employee drivers")  
is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules; and
4. is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961.

By: Adam Kieta  
Authorized Agent of Contractor

Subscribed and sworn to  
before me this 24  
day of SEPT MBEQ, 2021



**REFERENCE SHEET**

Please submit the names of accounts for whom you have provided services or similar services required herein.

1. Name Schaumburg Park District  
Address 523 E. Beech Dr., Schaumburg IL 60193  
Contact Person Nikki RTao - Architect  
Telephone # 518-321-6888

Length of time service has been provided From 2015-2019

Summary of project/services: General contracting  
Concrete  
masonry  
Roofing  
Carpentry

2. Name Glanview Park District  
Address 2400 chestnut ave, Glanview, IL 60025  
Contact Person Ken Wexler Park Planner  
Telephone # 224-521-2264

Length of time service has been provided 2016-2018

Summary of project/services: Masonry, Concrete, roofing landscaping

3. Name Glecoe Park District  
Address 999 Green Bay Rd. Glencoe, IL 60022  
Contact Person Chris Lainer- Director of Parks  
Telephone # 847-835 -3030

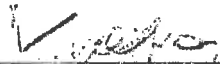
Length of time service has been provided 2018

Summary of project/services: Painting, Plumbing, Electrical

**VILLAGE OF LOMBARD  
BIDDER'S ACKNOWLEDGMENT OF RECEIPT**

**ADDENDUM NO. 1  
PW 21-10  
Carriage House Addition Project**

BIDDER hereby acknowledges receipt of Addendum No. 1

Company Name..... : Action One Construction, Inc.  
By ..... :   
Print Name ..... : Adam Kieta  
Position/Title..... : President  
Date..... : 09/23/2021

**Note: This Addendum shall be included with and is considered part of the bid documents. Failure to return this form may result in disqualification of the BIDDER.**

**Return a copy of this page to the VILLAGE upon receipt via email at [publicworks@villageoflombard.org](mailto:publicworks@villageoflombard.org). Include this original in your bid.**



**ITEM NO. 6: DRAWINGS, SHEET P1**

See attached Sheet P1 with revision 1 dated 09/03/21.

**ITEM NO. 7: DRAWINGS, SHEET E1, E2 & E3**

See attached Sheets E1, E2 & E3 with revision 1 dated 09/03/21.

**END OF ADDENDUM NO. 1**

**4, Glencoe Park District**

**999 Green Bay Rd., Glencoe, IL 60022**

**Exterior Rehabilitation Program**

**At Takiff Community Center**

**999 Green Bay Rd. Glencoe, IL**

**Work was finish in 2018 Contact Person: Chris Leiner – Park  
Coordinator Ph (847)-835-3030**

**5, Village of Libertyville WWTP**

**Restoration of Exterior Wall Sat Screw Lift Motor Building**

**1532 Artaius Parkway, Libertyville, IL60048**

**Contact person: Steve Vella Wastewater Plant Superintendent  
(847)-918-2097**

**Work in progress:**

**Schaumburg Park District**

**Golf Club Renovation & New Storage Buildings**

**Niki Rao, Park District Architect (847)-985-2115**

**Also, we have a private work for the private clients**